

SOUTH CAROLINA

VA Form 26-4335 (Home Loan)
Revised September 1975. Use Optional.
Section 410, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

MORTGAGE

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE } ss:

WHEREAS: HENRY L. CLINKSCALES

Greenville, South Carolina

of
, hereinafter called the Mortgagor, is indebted to

COLLATERAL INVESTMENT COMPANY

organized and existing under the laws of the state of Alabama, a corporation hereinafter called Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Twenty Three Thousand, Five Hundred and No/100 ----- Dollars (\$ 23,500.00), with interest from date at the rate of nine & one-half per centum (9.5 %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2100 First Avenue, North in Birmingham, Alabama 35203, or at such other place as the holder of the note may designate in writing delivered or mailed to the Mortgagor, in monthly installments of One Hundred Ninety Seven & 64/100 ----- Dollars (\$197.64), commencing on the first day of January, 19 79, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 2008.

Now, KNOW ALL MEN, that Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns, the following-described property situated in the county of Greenville, State of South Carolina;

ALL that piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the southern side of Melvin Drive, the western side of Heard Drive, and the eastern side of Fairmont Avenue, in Greenville County, South Carolina, being shown and designated as Lot No. 31 on a plat of Belmont Heights made by C. C. Jones, Engr., dated April 1954, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GG at pages 54 and 55, reference to which plat is hereby craved for the metes and bounds thereof. Melvin Drive and Fairmont Avenue are now known as Cool Brook Avenue.

The above property is the same conveyed to the mortgagor herein by deed of Jerry T. Brooks, to be recorded herewith.

The mortgagors covenant and agree that so long as this mortgage and the said note secured hereby are guaranteed under the provisions of the Serviceman's Readjustment Act of 1944, as amended, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The mortgagors covenant and agree that should this mortgage or the note secured hereby not be eligible for guaranty or insurance under Serviceman's Readjustment Act within 90 days from the date hereof (written statement of any officer or authorized agent of the Veterans Administration declining to guarantee or insure said note and/or this mortgage being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof may, at its option, declare all notes secured hereby immediately due and payable.

Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the same belonging or in anywise appertaining; all the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned; wall to wall carpeting, range and/or countertop unit and pine paneling.

OF SOUTH CAROLINA
COUNTY OF GREENVILLE
NOTARY PUBLIC
STATE TAX 09

0986

4328 RV-2